

Contract for Timing Only Services Agreement (Custom) - Darwin Twine Ball Day 5K (8/9/2014)

This Agreement is entered into as of the 10th day of April, 2014 between *Gopher State Events, LLC*. (heretofore referred to as GSE) and **Darwin Twine Ball Day 5K** (heretofore referred to as 'this event').

Responsibilities

GSE agrees to provide results management services for this event. This includes, but may not be limited to, the following services:

- 1) Bibs if requested at least 1 1/2 hours before the start of the race.
- 2) Packet label template for all pre-registered participants on request.
- 3) Pre-race informational emails to all participants with a valid email address 1 or 2 days prior to the event (opt out required).
- 4) Conventional timing for all participants. This includes all equipment and supplies to deliver on-site results.
- 5) Hard copy results posting as the event progresses.
- 6) Results error management using video display as needed during the event.
- 7) Individual results emails to all timed participants within 3 hours of their finish, probably much sooner.
- 8) Online results updated periodically during the race and kept online indefinitely.
- 9) Individual participant media purchase option for all participants (electronically framed picture and 5 second video for \$5)
- 10) Finish line videos online 1 week after the race.
- 11) Finish line still pictures online 1 week after the race.
- 12) Management of all participant results inquiries and error resolution within 24 hours of the request.
- 13) 1 or 2 paid GSE staff members, depending on the size of the event.
- 14) Pins if requested (\$15 fee)

This event agrees to provide:

- 1) Pre-race registration data for use in preparing bibs/packets upon request by GSE staff.
- 2) Race-day registration data for input into the results management software.
- 3) Room at the finish for a tent and 4m wide x 30m deep finish chute.
- 4) 4-6 adult volunteers to assist with finish line management.
- 5) \$100.00 non-refundable deposit to be paid indicating acceptance of this contract, to be fully applied to final invoice.

Compensation

This event agrees to compensate GSE according to the following terms:

- 1) Race Fee: \$400.00
- 2) Participant fee: \$1.00 per registered participant
- 3) \$0.60 per mile round trip.
- 4) \$100.00 non-refundable deposit to be paid indicating acceptance of this contract, to be fully applied to final invoice.
- 5) Final payment of invoice within 15 days of receipt

Terms & Conditions

GSE guarantees our work as detailed above for any malfunction for human error on the part of our representatives, software deficiency, or mechanical breakdown. Adjustment of the terms of this agreement will be proportional to the degree of non-performance.

GSE relinquishes the right to cancel this agreement upon its signed return from this event. Upon acceptance GSE will accept cancellation by this event due to extreme conditions prior to GSE staff departing for the event. This will result in the forfeit of the deposit and the per-participant fee for any prepared bibs and the cost of the RFID tags on those bibs, if applicable. Cancellation for any other reason will result in the application of normal fees.

All data collected by GSE is the property of Gopher State Events, LLC only to be used for results, records and statistics. Email addresses will only be used for communicating results, event information, and event promotion. All participants will have the right to opt out of receiving any emails.

GSE reserves the right to place events in virtual series at no cost to the event director or participants with no effort required by either. Events will be paired with events of similar focus, location, or organization. Event directors may choose to use this system to create incentives for attracting participants to their events on their own volition and may opt out for \$50

GSE does not take any responsibility for marshaling the event and its races.

Robert A. Schneider

Robert A. Schneider
GSE representative

This event representative